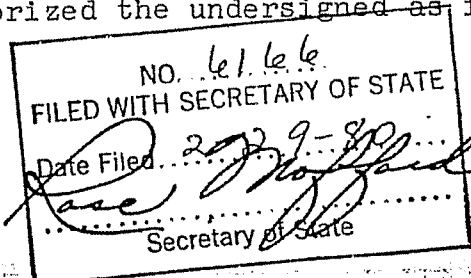


MAINTENANCE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
TUCSON AIRPORT AUTHORITY, INC.

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and TUCSON AIRPORT AUTHORITY, INC., hereinafter called "AIRPORT,"

WHEREAS, the State is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the AIRPORT is empowered by Arizona law and by its Articles of Incorporation to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its



representative to execute the same on behalf of said AIRPORT;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System at the intersection of US 89 and Aero Park Boulevard near Tucson International Airport. This work shall be limited to the operation and maintenance of traffic signals and/or highway lighting.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The AIRPORT shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting at the location recited above.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized.

3. Any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this

AGREEMENT is subject to cancellation by the Governor if Arizona Revised Statutes Section 38-511 is or becomes applicable.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1980, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

7. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

8. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of January, 1980, but in no event prior to its being filed with the Secretary of State.

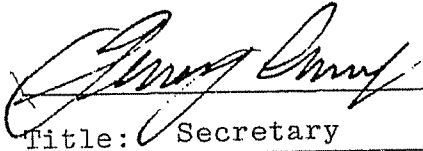
9. Attached to this Agreement and incorporated herein

by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the AIRPORT is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

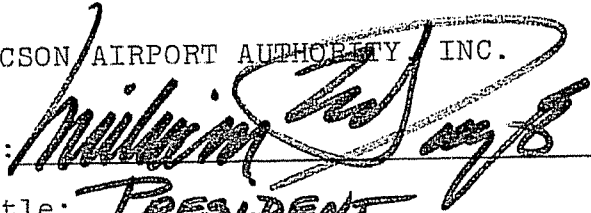
STATE OF ARIZONA  
ARIZONA DEPARTMENT OF TRANSPORTATION

By: J. B. Mertz  
Date: Feb. 15, 1980.

ATTEST:

  
Title: Secretary

TUCSON AIRPORT AUTHORITY INC.

By:   
Title: PRESIDENT  
Date: 2-6-80

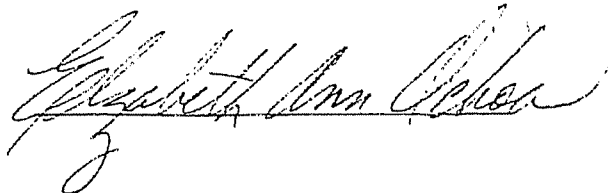
EXTRACT FROM THE MINUTES  
of a meeting of  
BOARD OF DIRECTORS  
TUCSON AIRPORT AUTHORITY  
Held on Monday, December 3, 1979

"CONTRACT AWARDS: ..... Mr. Broman reported that the Authority is in receipt of a "Maintenance Intergovernmental Agreement" from the Arizona Department of Transportation. He stated that this agreement is to provide that the Arizona Department of Transportation will be responsible for maintenance of the signal located at Nogales Highway and Aero Park Boulevard and that the Authority will be responsible for the monthly energy charges. Mr. Page moved that the Board authorize the officers to execute the "Maintenance Intergovernmental Agreement" from the Arizona Department of Transportation for the purposes stated herein. It was seconded by Mrs. Dusenberry and approved unanimously. ...."

STATE OF ARIZONA )  
                          ) ss.  
COUNTY OF PIMA     )

I, Elizabeth Ann Ochoa, Notary Public, do hereby certify that the above extract from the minutes of the regular meeting of the Board of Directors of Tucson Airport Authority held on Monday, December 3, 1979, is a true and exact copy of the original minutes relative to the matters set forth in the above extract.

In witness whereof I hereunto set my hand and official seal this 3rd day of January 1980.



My commission expires:  
February 1, 1981

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OFFICE OF THE  
**Attorney General**

1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 80-137, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22d day of February, 1980.

ROBERT K. CORBIN  
Attorney General

*James J. Holubauer*  
Assistant Attorney General  
Transportation Division

